

## **Request for Proposals**

### **Nisqually State Park Interpretive Plan**

**DATE: May 29, 2019**

#### **Project Overview**

The Nisqually Parks Program, on behalf of the Nisqually Indian Tribe, is seeking an experienced cultural interpretive planning firm to update and complete the cultural interpretive plan for Nisqually State Park. The Nisqually Tribe partners with Washington State Parks in the planning, development and management of interpretive facilities at Nisqually State Park.

#### **Project Background**

Nisqually State Park, located 7 miles outside Eatonville on Highway 7, is the newest park in the Washington State Parks system. The park protects over 1,300 acres of forest, canyon, and salmon habitat along the Nisqually River. The lands within the park have been home to the Nisqually Tribe since time immemorial. The Tribe has been meeting with the Washington State Parks and Recreation Commission to plan the park for the past 10 years. The park remains largely undeveloped. Currently, the only facility is a trailhead parking lot and an interpretive kiosk.

State Parks is planning \$20 million to design and construct new trails, visitor facilities, and a campground at the park in the next 4-6 years. The original park master plan was developed by Washington State Parks through a contract with the Portico Group. It calls for a strong and compelling interpretive program that tells the story of the Tribe and their evolving relationship with non-native cultures of the area. The 2009 master plan identified the interpretive concepts for the park in general.

**Now that the park may be slated for significant investment, it's important to review and update the cultural elements of the interpretive plan with Nisqually tribal stakeholders.** The interpretive plan tells what stories will be told, where they will be told, and how they will be told within the park. These are critical issues for tribal elders, guardians of the tribe's history and heritage, and for future generations. **Tribal stakeholder involvement and approval is essential before any cultural interpretive plan proceeds to the development phase.**

The original interpretive plan is available at:

<https://parks.state.wa.us/DocumentCenter/View/1515/Master-Plan-Interpretive-Plan-PDF>

## Required Qualifications

- Experience facilitating stakeholder meetings with native communities.
- Experience developing cultural and historical interpretive plans.
- Ability to complete field assessment of potential interpretive sites within the park.
- Ability to synthesize historical research sources with tribal community input in a sensitive and appropriate manner.

## Desired Outcomes:

- Through tribal community stakeholder meetings, determine what stories tribal stakeholders want told in what part of the park. Not all stories are public.
- Determine tribal community priorities for interpretive events (walks, storytelling, gatherings etc.) and facilities (trails, kiosks, visitor centers etc.) at the park.
- Complete the first phase of the cultural interpretive master plan for the park.

## Exclusions:

- *The Nisqually Tribe has GIS data collection and analysis capacity that is available to support development of map products associated with this project, provided enough lead time.*
- *Suitable community meeting space is available at no cost to this contract. Suitable meeting refreshments will be made available at no cost to this contract.*

**VIALE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Failure to comply will result in bid rejection.**

## SUBMITTAL INSTRUCTIONS

Vendors will deliver seven (7) proposals to the following address by hand, US postal service, or delivery service:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Attn: Jill Wall - Contracts  
Phone: 360-456-5221

**CLOSING DATE FOR SUBMITAL SHALL BE Friday, June 21, 2019 by 4PM.**

**Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Planning Director.**

- Please mark the envelopes clearly with RFP # 2019-NSP01
- Questions may be directed to Lisa Breckenridge, Parks Planner, 360-456-5221.

## **PROPOSAL FORMAT**

The response to this Request for Proposals must coincide with the following format and must specifically address the following items. Do not include generic marketing material.

- Firm Background:** Provide company background information. Include summary CV for project staff and describe roles each would play in implementation. If subcontractors are proposed, please provide their information as well.
- Project Approach:** Outline your approach to each step of the scope of work. Include any questions that you have about this project. Please attach a copy of a similar completed work product.
- Experience with collaborative interpretive planning with native sovereign nations.** Provide project summaries and contact information for references on similar projects completed with other tribal nations. Copies of final work product may be requested. **If interpretive planning firms do not have experience facilitating stakeholder meetings in Tribal communities, it is essential that they subcontract that element of the project to a firm that does have that experience.**
- Fee Proposal:** Provide your proposed fee to complete the scope of work. Detail expenses including any subcontracted work.
- Indian Owned Business:** Provide documentation if the Contractor or Architect is a certified Indian Owned Business.

## **PROPOSAL TERMS**

**Definitions:**

<b>"Tribe"</b>	<b>is Nisqually Indian Tribe</b>
<b>"Bidder"</b>	<b>an individual or business submitting a bid to Nisqually Tribe</b>
<b>"Contractor"</b>	<b>One who contracts to perform services in accordance with a contract</b>

### **1. PROPOSAL TERMS**

- The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal



Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe's specifications and needs.

- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP may be adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP.

## **2. SCOPE OF SERVICES**

See attachment.

## **CONTRACT PROVISIONS**

### REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Tribe's **Project Manager Lisa Breckenridge** and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Project Manager.

Section 4 – When Applicable, the Contractor will submit a final written report to the Project Manager

Section 5 – After reasonable notice to the Contractor, the Tribe may review any of the Contractor’s internal records, reports, or insurance policies.

### PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without prior written approval of the Project Manager.

Subcontractors, as well as primary contractors, are subject to the TERO ordinance and the Tribe’s Native American preference policy (detailed below.) This ordinance applies to all sub tiers as well.

### INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

### **NATIVE AMERICAN PREFERENCE**

The Nisqually Tribe’s Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- **1.75% Employment Rights tax on all projects \$20,000 and over.**

TERO also applies to subcontractors and all sub tiers. It is the responsibility of the bidder to contact the TERO officer with any questions.

#### **TERO OFFICER**

Nisqually TERO Dan Derickson  
(360) 456-5221 ext.1273  
[derickson.dan@nisqually-nsn.gov](mailto:derickson.dan@nisqually-nsn.gov)

### **TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS**

- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect. THPO Contact information: Jackie Wall, 360-456-5221 x 2180.

### **INSURANCE REQUIREMENTS**

- Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
- Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.

## **Scope of Work**

### **Interpretive Planning Services**

### **For Nisqually Indian Tribe at Nisqually State Park**

- (1) Hold scoping meetings with tribal community representatives to identify desired history & culture interpretive themes. The initial scoping meetings will be with the tribal Parks Commission and tribal cultural resources staff, likely in late summer 2019.
- (2) Initial Park visits to assess proposed interpretive areas.
- (3) Review 2009 Interpretive Master Plan and update to reflect current conditions (specifically access, land ownership, and existing facilities) and direction from initial tribal stakeholder meeting.
- (4) Review and update elements of 2009 Interpretive Master Plan according to tribal stakeholder input: long-range cultural interpretive program management and visitor experience goals, primary themes, and stories to be shared.
- (5) Complete inventory of compelling site-specific interpretive opportunities within the park in relationship to proposed park circulation and facility investments and in consideration of sensitive areas not suitable for public on-site identification or interpretation.
- (6) Develop interpretive program facility (trail, kiosk, center, etc.) and event alternatives (concept level only) for consideration in the broader park facilities concept design.
- (7) Review alternatives with tribal stakeholders and revise program accordingly.
- (8) Develop interpretive program and facility recommendations with conceptual cost estimates and options for scaling with proposed phased park development.
- (9) Present draft plan to tribal stakeholders for final review and comment.
- (10) Complete plan and deliver final written and electronic copies.